

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

First Amendment to Lease
agreement with Everett
School District No.2 for
space at 2911 California
Ave for use by Everett
Transit Facilities

_____ Briefing
_____ Proposed Action
_____ Consent
2/3/2016 Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing
_____ Budget Advisory

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Facilities/Real Property

Mike Palacios

(425) 257-8938

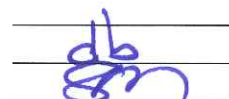
February 3, 2016

Initialed by:

Department Head

CAA

Council President



Location

2911 California Ave,
between Pine and Maple
Streets

Preceding Action

Property Lease dated
February 1, 2013

Attachments

First Amendment to
Lease

Department(s) Approval

Transit, Facilities/Real
Property

Amount Budgeted	\$110,607.60/yr	
Expenditure Required	\$110,607.60/yr	Account Number(s): 425-5081-010-010-450
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

In February, 2013, the City of Everett executed a three year lease agreement with the Everett School District No. 2 for approximately 58,812 square feet of paved parking area space, 2,800 square feet of office space and 5,250 square feet of warehouse space located at 2911 California Ave for the City's Everett Transit operations.

Attached is an amendment that would exercise Option 1 of the lease agreement extending the lease for three years commencing February 1, 2016 and terminating on January 31, 2019. The amendment also reduces the leased paved parking area to 50,915 square feet and the office space area to 525 square feet and adjusts the lease rate to \$9,217.30 per month.

RECOMMENDATION:

Authorize the Mayor to sign the First Amendment to Lease agreement with Everett School District No.2 for space at 2911 California Ave use by Everett Transit Facilities.

FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (this "Amendment") is entered by and between Everett School District No. 2, a municipal corporation, (herein called "District") and the City of Everett, a municipal corporation, (herein called "City") for purposes of amending that certain Everett School District No. 2 Property Lease, dated February 1, 2013 (the "Lease"). Pursuant to the Lease, District leases to City, and City Leases from District, the Premises, which consist of approximately 50,915 s.f. of yard space and 525 s.f. of lavatory space, as outlined on the site plan attached as Exhibit B and on the floor plan attached as Exhibit C. Exhibit B and Exhibit C of the Lease are hereby deleted in their entirety and the attached Exhibit B and Exhibit C are substituted in their place. Capitalized terms not otherwise defined herein shall have the meanings given them in the Lease.

In consideration of the agreements in this Amendment, District and City do hereby amend the Lease as follows:

1. LEASE TERM

The Lease term shall be extended pursuant to Section 4.2 of the Lease for a period of three (3) years commencing February 1, 2016 and shall terminate at midnight January 31, 2019 (the "First Extension Period").

2. MINIMUM RENT

Minimum Rent due and payable by City during the First Extension Period shall be as follows:

February 1, 2016 to January 31, 2017	\$9,217.30 per month
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City shall pay Minimum Rent to District without notice or demand on or before the 1st day of each and every successive calendar month of the First Extension Period.

3. SECURITY DEPOSIT

District is currently holding no security deposit from City.

4. POTENTIAL OPTION TO EXTEND

Section 4.2 of the Lease is hereby deleted in its entirety and the following is substituted in its place:

Subject to District's consent (which may be withheld following notice from City in District's sole discretion) and execution of a letter agreement confirming such consent and any conditions thereof pursuant to that certain "Interlocal Agreement Between Everett Public Schools and the City of Everett Regarding the Cooperative Use of Facilities, Equipment, and Personnel dated September 7, 1999," City shall have one (1) option to extend the Lease term for three (3) years (an "Extension Period") upon the same terms, conditions and covenants in this Lease so far

as applicable, including Additional Rent except for Minimum Rent (which shall be determined pursuant to subsection 5.2 in the Lease), provided that City notifies District in writing of such extension not less than one hundred eighty (180) days before the expiration date of original Term or the then-current Extension Period, as the case may be. This conditional option is personal to City and may not be exercised by any successor or assign of City.

6. NO OTHER AMENDMENTS

Except as expressly set forth in this Amendment, the Lease remains in full force and effect and has not been modified or amended. Except as expressly modified by this Amendment, and as of the date of this Amendment, the District and City know of no facts or circumstances that would constitute a default under the Lease.

Dated this ____ day of _____ 2016.

DISTRICT:

Everett School District No. 2,
a municipal corporation

CITY:

City of Everett,
a municipal corporation

By: _____
Gary Cohn, Superintendent

By: _____
Ray Stephanson, Mayor

Date: _____

ATTEST:

Sharon Fuller, City-Clerk

Date: _____

APPROVED AS TO FORM

Jim Iles, City Attorney

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature: _____

Printed Name: _____

NOTARY PUBLIC in and for the State of _____
residing at _____

My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

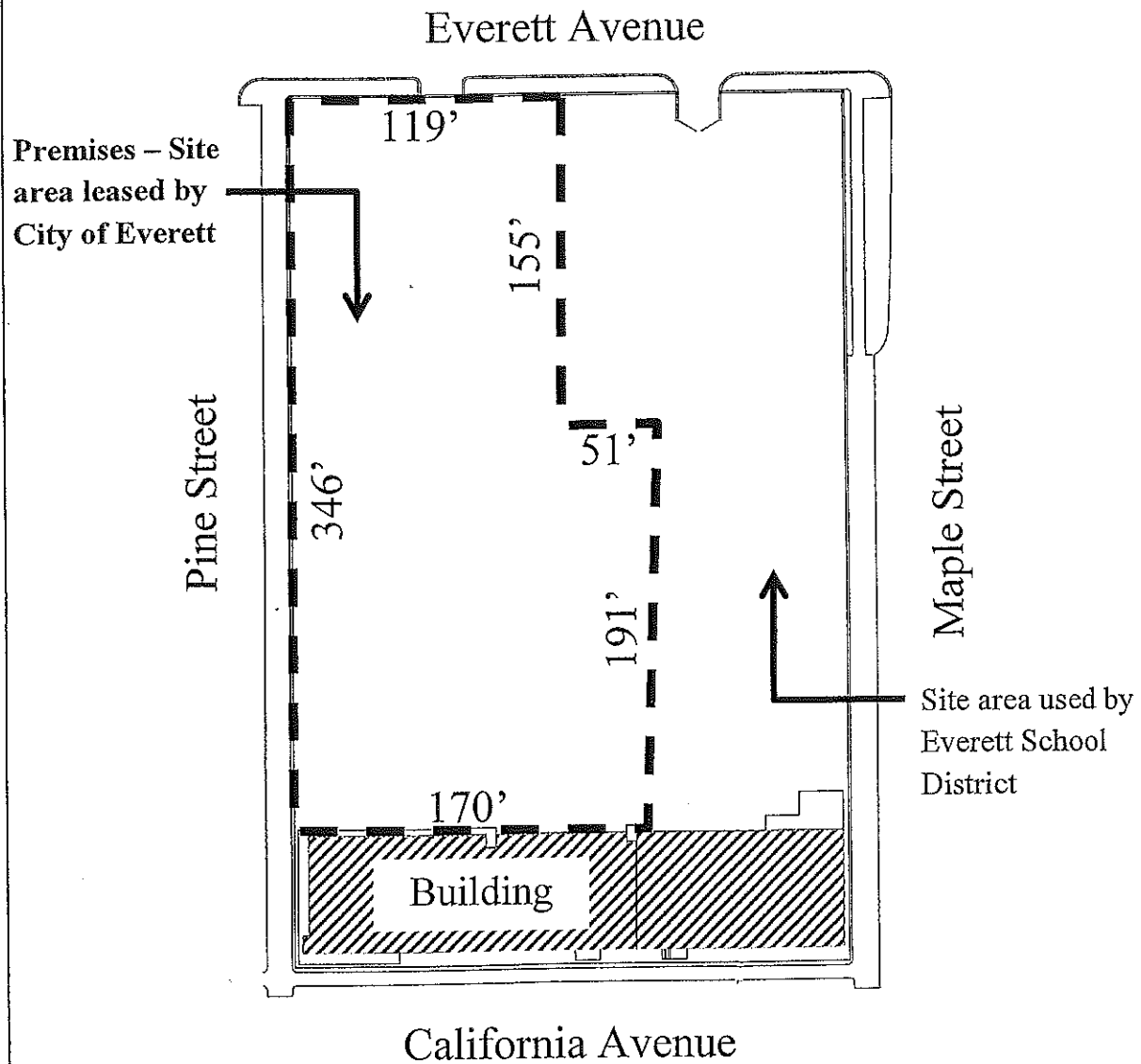
Signature: _____

Printed Name: _____

NOTARY PUBLIC in and for the State of _____
residing at _____

My appointment expires: _____

Exhibit B – Site Plan



North Satellite Bus & Storage Facility

Everett School District No. 2

2911 California Avenue, Everett, WA

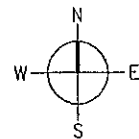
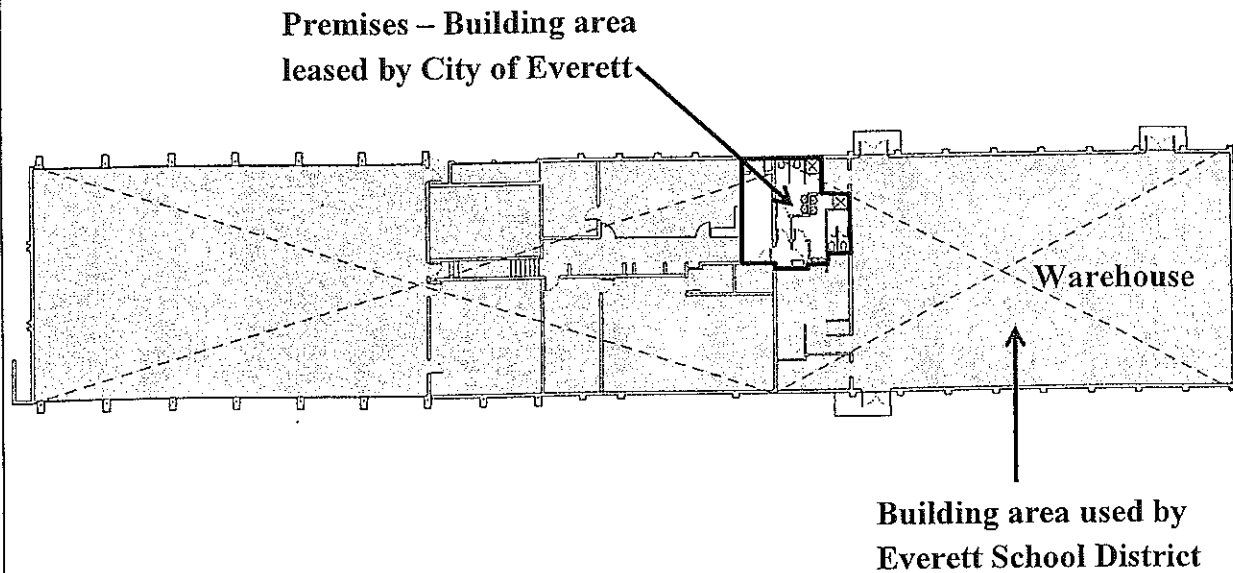


Exhibit C – Floor Plan



North Satellite Bus & Storage Facility
Everett School District No. 2
2911 California Avenue, Everett, WA

